



City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

May 13, 2014

From: City Attorney's Office

Subject: Ordinance to approve a
Right of Entry Agreement with
Norfolk Redevelopment and Housing
Authority

Reviewed:

Ronald H. Williams, Jr., Assistant City
Manager

Ward/Superward: 3/7

Approved:

Marcus D. Jones, City Manager

Item Number:

R-12

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description**

This agenda item is an ordinance approving a Right of Entry Agreement with Norfolk Redevelopment and Housing Authority on property of the Norfolk Redevelopment and Housing Authority identified as Village Center located on E. Princess Anne Road.

IV. **Analysis**

The City of Norfolk desires to construct a new public elementary school and move forward to facilitate pre-development site evaluation. Norfolk School Board would like this right of entry to begin site evaluation. A Right of Entry Agreement will allow the City of Norfolk, Norfolk School Board, and Norfolk Redevelopment and Housing Authority to move forward with their desired goals.

V. **Financial Impact**

Assumption of risks and damages are addressed in the Right of Entry Agreement; therefore, there should be no financial risk to the city.

VI. Environmental
N/A

VII. Community Outreach/Notification
Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. Board/Commission Action
N/A

IX. Coordination/Outreach
This letter has been coordinated with the City Attorney's office.

Supporting Material:

- Ordinance
- Exhibit "A"

Form and Correctness Approved: 

By Nathaniel Seaman
Office of the City Attorney

Contents Approved:

By 
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING A RIGHT OF ENTRY AGREEMENT WITH
NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the terms and conditions of a Right of Entry Agreement (Agreement) between the Norfolk Redevelopment and Housing Authority ("NRHA") and the City of Norfolk ("City"), a copy of which is attached hereto as Exhibit A, are hereby approved.

Section 2:- That the City Manager, and other proper officers of the City, are authorized to execute the Agreement on behalf of the City.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Agreement as he may deem necessary in order to carry out the purposes as stated therein.

Section 4:- That this ordinance shall be in effect from and after the date of its adoption.

THIS RIGHT OF ENTRY AGREEMENT (“Agreement”), made this ____ day of May, 2014, by and between the **NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY**, a corporation and political subdivision of the Commonwealth of Virginia (“NRHA”), Grantor; the **NORFOLK SCHOOL BOARD**, a municipal corporation of the Commonwealth of Virginia (the “School Board”), Grantee; and the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia (the “City”), Grantee.

WITNESSETH:

WHEREAS, the City owns certain parcels of property located in the Broad Creek section of the City totaling 30 acres on which are located three public elementary schools being commonly referred to as Dreamkeepers Academy, Richard Bowling Elementary School, and Jaycox Elementary School, (“Elementary Schools”); and

WHEREAS, the Elementary Schools are a part of the Norfolk Public Schools System, which is governed by the School Board; and

WHEREAS, NRHA currently owns certain property located in the Broad Creek section of the City of Norfolk totaling approximately 25.93 acres and commonly referred to as the Village Center, such property being further shown on Exhibit A, attached hereto; and

WHEREAS, it is the City’s desire to construct a new public elementary school on the Village Center property in exchange for which the City has expressed a willingness to convey to NRHA the parcels on which are currently located the Elementary Schools; and

WHEREAS, in connection with this proposed exchange of property, while the exact timing of the Broad Creek school project is subject to funding availability and the sequencing of the overall capital plan of the School Board, it is understood that there is a need for School Board

staff and consultants to enter the referenced property to begin pre-development site evaluation;
and

WHEREAS, NRHA is willing to permit School Board staff and consultants to enter upon the property for the purposes and upon the terms and conditions set forth herein; and

WHEREAS, the City of Norfolk approves of this Right of Entry Agreement and the terms and conditions set forth herein.

NOW, THEREFORE, NRHA hereby grants to the School Board and its staff, contractors, subcontractors, consultants, sub-consultants or any other persons, corporations or legal entities retained by the School Board in connection with the work contemplated herein, the right to enter upon the property upon the following terms and conditions;

1. This Right-of-Entry shall be effective once this agreement is executed and shall remain in effect until terminated by either party giving a thirty (30) day written notice in advance.
2. The School Board assumes all risks, losses, damages, injuries, including death that may be sustained by their employees, guests, or agents or the property of any of the above, while on said property. This release shall be binding upon their distributees, executors, administrators, successors and assigns.
3. The School Board undertakes to act and will continue to act as a self-insurer of its liabilities, if any, and will pay all sums which it shall become legally obligated to pay in connection with the Agreement. The School Board will require any contractor that it engages to perform work at the project site to maintain workers' compensation insurance as required by statute, and commercial general liability

insurance, and automobile liability insurance in a form and with limits that are reasonably acceptable to NRHA.

4. NRHA shall have access to the property at all times, but NRHA shall conduct its activities on, and with respect to, the property in such manner as not to unduly conflict or interfere with the use of the property by the School Board.
5. The School Board shall coordinate its entry upon the property with the appropriate NRHA officials, as may be appropriate.
6. NRHA shall not be responsible or liable for injuries to persons, including death or damage to property, when such injuries or damages are caused by or result from the School Board's use of the property under the terms of this Agreement and are not solely due to the negligence of NRHA.
7. Upon completion of all construction work permitted by this Agreement, the School Board shall leave the property in a condition reasonably acceptable to NRHA.
8. The City of Norfolk has executed this Agreement for the sole purpose of acknowledging its understanding and approval of the terms and conditions set forth herein and to confirm that the City of Norfolk shall incur no financial obligation to NRHA or any other party by virtue of this Agreement.
9. It is further agreed that by signing this agreement the parties affirmatively assert that they have the authority to enter into this agreement.

WITNESS the following signatures and seals:

(SIGNATURE PAGES TO FOLLOW)

**NORFOLK REDEVELOPMENT AND
HOUSING AUTHORITY**

By: _____

Title: _____

STATE OF VIRGINIA
CITY OF NORFOLK

I, _____, a Notary Public of the City of _____, State
of _____, whose term of office expires on the ____ day of _____,
20____, do hereby certify that _____ of Norfolk Redevelopment
and Housing Authority, whose name is signed in the foregoing Right of Entry Agreement, has
acknowledged the same before me in my City and State aforesaid.

Given under my hand this ____ day of _____, 2014.

Notary Public

Registration No.: _____

**SCHOOL BOARD OF THE CITY OF
NORFOLK**

By: _____

Title: _____

STATE OF VIRGINIA
CITY OF NORFOLK

I, _____, a Notary Public of the City of _____, State
of _____, whose term of office expires on the _____ day of _____,
20____, do hereby certify that _____, _____ of the School Board of the
City of Norfolk, whose name is signed in the foregoing Right of Entry Agreement, has
acknowledged the same before me in my City and State aforesaid.

Given under my hand this _____ day of _____, 2014.

Notary Public

Registration No.: _____

CITY OF NORFOLK

By: _____
City Manager

ATTEST:

City Clerk

STATE OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, _____, a Notary Public of the City of Norfolk, State of Virginia, whose term of office expires on the ____ day of _____, 20____, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hands this ____ day of _____, 2014.

Notary Public

Registration No _____

APPROVED AS TO CONTENT:

Assistant City Manager

APPROVED AS TO FORM AND CORRECTNESS:

Deputy City Attorney

NRHA Site: Village Center



NRHA Site:

Developable – 19.75 acres

Retention Pond – 6.18 acres